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ABSTRACT

The collective bargaining agreement between Wilberforce University and Wilberforce University Faculty Association covering the period September 1, 1986-August 31, 1989 is presented. Items covered in the agreement include: unit recognition, dues checkoff, nondiscrimination, university rights, university governance, academic freedom, academic rank, tenure, division chairpersons and personnel procedures, personnel files, new appointments, evaluation and professional development, termination, faculty retrenchment, academic responsibilities and workload, professional librarians but not the chief librarian, working conditions/support services, association privileges, leaves, salary, fringe benefits, retirement, grievance and arbitration, nongrievable articles, no strike/lockout, and separability. A payroll deduction authorization form is included. (SW)

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AGREEMENT

BETWEEN

WILBERFORCE UNIVERSITY

AND

WILBERFORCE UNIVERSITY FACULTY ASSOCIATION

EFFECTIVE

SEPTEMBER 1, 1986

THROUGH

AUGUST 31, 1989

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CONTRACT

I. PREAMBLE

1.01 The parties to this Agreement recognize that academic institutions exist for the purposes of making available knowledge, the pursuit of truth, development of the student, and a forum for the free exchange of ideas and thoughtful expression enhanced by freedom of inquiry and challenge.

1.02 Wilberforce University (hereinafter "University") and the Wilberforce University Faculty Association (hereinafter "Association") jointly commit to the purpose of promoting and maintaining high academic standards together with teaching effectiveness and excellence.

1.03 The University and the Association are committed to promote the welfare and mission of the University.

1.04 In pursuit of these commitments the parties join together in establishing this Agreement on procedures governing the relationship between the University and the Association and in establishing a framework for the peaceful and equitable resolution of differences or disputes should they arise.

II. RECOGNITION

2.01 Wilberforce University, Inc. recognizes the Wilberforce University Faculty Association as the sole and exclusive bargaining agent as described in the certification issued by the National Labor Relations Board in Case No. 9-RC-12573 on November 9, 1978 and in Case No. 9-UC-156 on January 31, 1979 for the following unit:

a) All full-time faculty members with the rank of Instructor, Assistant Professor, Associate Professor and Professor, the Director of Tutorial and Academic Counseling Services, the Director of the Dual Degree Engineering Program, and professional librarians but excluding all office clerical employees, part-time faculty, tutors, Directors of non-academic departments, Assistant and Associate Deans and/or Vice Presidents, Deans, the Vice Presidents, Provost, the Assistants to the President, the President, Divisional Chairpersons, Chief Librarian, Chaplain, and all other employees and all supervisors.

2.02 Individual letters of appointment shall incorporate this contract in all respects. NEW EMPLOYEES SHALL BE FURNISHED A COPY OF THIS CONTRACT WITH THEIR LETTER OF APPOINTMENT.

2.03 The University and Association recognize that either party may call a special conference between appropriate Association officers and designated University representatives. Such meetings will require at least one week's advance notice of the proposed agenda and will be scheduled at a mutually agreeable time.

2.04 FULL-time faculty are those persons WHO RECEIVE ONE-YEAR CONTINUOUS CONTRACTS FOR FULL-TIME SERVICE DURING TWO OR MORE TRIMESTERS AND, THEREFORE, ARE ELIGIBLE FOR FRINGE BENEFITS.

2.05 Part-time faculty are those persons on a one (1) term appointment whose teaching load does not exceed two (2) courses or eight (8) credit hours for a GIVEN trimester of employment. PART-TIME EMPLOYEES ARE NOT ELIGIBLE FOR FRINGE BENEFITS.

2.06 Temporary full-time faculty are those persons on AN APPOINTMENT whose teaching load is nine (9) to twelve (12) hours FOR A SINGLE TRIMESTER OF EMPLOYMENT, TEACHING COURSES THAT CANNOT BE TAUGHT BY CURRENT FULL-TIME FACULTY MEMBERS DUE TO THEIR EXISTING TEACHING LOAD OR LACK OF EXPERTISE IN TEACHING THE APPLICABLE COURSES. ANY FACULTY MEMBER WHO RECEIVES TWO (2) CONSECUTIVE FULL-TIME ONE-TRIMESTER CONTRACTS MUST BE FULLY EVALUATED, IN WRITING, BY THE APPROPRIATE DIVISION PERSONNEL COMMITTEE PRIOR TO THE END OF THE SECOND TRIMESTER BEFORE CONSIDERATION CAN BE GIVEN FOR A THIRD (3RD) CONSECUTIVE CONTRACT. IF THE THIRD CONSECUTIVE ONE-TRIMESTER CONTRACT IS GIVEN, THEN THE FACULTY MEMBER BECOMES A FULL-TIME EMPLOYEE. DURING TEMPORARY FULL-TIME STATUS, FACULTY MEMBERS ARE NOT ELIGIBLE FOR FRINGE BENEFITS.

2.07 FACULTY WITH INITIAL FULL-TIME NON-RENEWABLE CONTRACTS ARE ELIGIBLE FOR FRINGE BENEFITS.

III. DUES & CHECKOFF

3.01 Members of the bargaining unit shall not be required to be members of the Wilberforce University Faculty Association.

3.02 All members of the bargaining unit shall be required to pay an amount equal to dues to the Association. Members of the bargaining unit may execute checkoff authorization forms authorizing the University to withhold initiation fees and regular dues FROM THEIR EARNINGS. AMOUNTS PAID BY MEMBERS OF THE BARGAINING UNIT WHO ARE NOT MEMBERS OF THE ASSOCIATION WILL SERVE AS CHARGE FOR BENEFITS AND ADMINISTRATION FEES.

3.03 A bargaining unit member who has not complied with the requirements of this Article within thirty-one (31) days after the effective date of this Agreement or within thirty-one (31) days after the effective date of appointment MAY be liable to the Association in a civil action for money damages until all outstanding DUES have been paid.

3.04 All sums deducted by the University for the Association shall be remitted to the Association within fifteen (15) working days of the deduction together with a list of employees showing the amount withheld.

3.05 The Association agrees to indemnify and save the University harmless against any and all claims that shall arise out of or by reason of action taken by the University in reliance upon the authorization forms submitted by the Association to the University.

3.06 Payroll Deduction Authorization Form

I, the undersigned, a member of the Wilberforce University Faculty bargaining unit in consideration of the benefits received by me, authorize Wilberforce University, Inc., to deduct, in equal monthly installments, an amount equal to regular dues of the Association and remit the same to the Wilberforce University Faculty Association.

This authorization shall remain in full force and effect until the same is revoked by me, in writing, copies of which revocation shall be sent to the Association and to the University BY SEPTEMBER 15 OF ANY YEAR.

THE ASSOCIATION SHALL INDEMNIFY AND SAVE HARMLESS THE UNIVERSITY FROM ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY RELATING IN ANY WAY TO ACTION TAKEN BY THE UNIVERSITY AT THE REQUEST OF THE ASSOCIATION FOR EMPLOYEE DEDUCTIONS TO ENFORCE THE CHECK-OFF CLAUSE.

Date:_____ _____
(signature)

Soc. Sec. No._____

3.07 The Association shall provide the Vice President for Administrative and Financial Affairs with a list, not later than the end of the second week of each trimester, setting forth the name and the amount for those members who have authorized withholding.

3.08 Amounts of withholding may not be changed during the trimester period. Amounts of withholding shall be paid in four (4) equal monthly payments.

IV. NON-DISCRIMINATION

4.01 The University and the Association recognize federal, state and local laws relating to fair employment practices and the moral principles involved in the area of civil rights and affirm their commitment not to discriminate on the basis of race, creed, sex, color, national origin, age or handicap. The parties agree that any alleged act of discrimination under this Section (4.01) shall not be subject to the grievance procedure of Article XXV but may be processed through University Governance, by the University's Affirmative Action Officer and/or by appropriate statutory procedures.

4.02 The University and the Association agree that there shall be no discrimination against any faculty member or any applicant for faculty employment because of membership, association or lawful activity on behalf of the Wilberforce University Faculty Association.

V. UNIVERSITY RIGHTS

5.01 The authority and right of the Board of Trustees to govern and direct the affairs of the University except as limited or modified by this Agreement is retained by the Board. All management rights and functions, except those which are modified or limited by this Agreement, shall continue to be vested with the University. The powers and duties of the Board under the corporation charter granted to the University shall not be limited, except as specified by this Agreement and its appendices.

VI. UNIVERSITY GOVERNANCE

6.01 The parties agree that University governance is a proper function of the University community as a whole, and that the Teaching Faculty shall continue to function and proceed in accordance with the provisions of the Governance Document. Where University Governance and this Agreement create a conflict as to any member(s) of the bargaining unit, this Agreement shall prevail.

6.02 Both parties to this Agreement recognize the Teaching Faculty as the governance body representing the faculty, which through its duly constituted committees and formal meetings shall continue to advise and make recommendations to the President and VICE PRESIDENT FOR ACADEMIC AFFAIRS.

6.03 The Governance Document may be further amended or altered by the University community as a whole in accordance with procedures specified therein.

VII. ACADEMIC FREEDOM

7.01 Recognizing that free search for truth and its free expression are essential to the welfare of the institution and of society at large, the University and Association remain committed to recognize and protect full freedom of inquiry, teaching and research not only in the classroom and the libraries but in other facets of campus life.

7.02 While the teacher is entitled to full freedom to perform research and to publish results thereof, this grant of freedom is subject to the satisfactory performance of other academic duties required of the teacher. Research for pecuniary return should be based upon an understanding with the University and must not interfere with teaching, University responsibilities and advising duties.

7.03 Each faculty member is a citizen, a member of a learned profession and a University representative. When the faculty member speaks or writes as a citizen, he or she shall be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning, an educator and an institutional representative, the faculty member shall be free to identify his or her University affiliation so long as no false impression of University sponsorship or endorsement would be created.

7.04 Every faculty member at the University shall enjoy freedom of speech, thought and activity, but no teacher shall injure the good name of the institution in which he serves or violate its laws.

VIII. ACADEMIC RANK

8.01 All members of the bargaining unit shall be granted one of the following academic ranks:

a) Professor

b) Associate Professor

c) Assistant Professor

d) Instructor

8.02 All full-time faculty members employed and re-appointed shall continue under this Agreement at their present rank unless granted a promotion.

8.03 The general criteria for promotion and rank shall depend on:

a) Academic qualifications

b) Quality of teaching performance and effectiveness

c) Research and scholarship

d) The extent and quality of University service as evidenced by peer evaluations and records of achievements.

e) Length of service in rank

f) Community service

8.04 The specific minimum requirements for attainment of the rank of Instructor, Assistant Professor, Associate Professor and Professor are as follows:

a) For initial appointment to the rank of Instructor, the individual shall have a Master's Degree in a relevant field from an accredited institution of higher education.

1) No faculty member with an earned Doctorate or appropriate terminal degree in a relevant field from an accredited institution shall be appointed at the rank of Instructor.

b) For promotion or initial appointment to the rank of Assistant Professor the individual shall have:

1) AN EARNED DOCTORATE OR APPROPRIATE TERMINAL DEGREE IN A RELEVANT FIELD FROM AN ACCREDITED INSTITUTION.

or 2) A MASTER'S DEGREE IN A RELEVANT FIELD FROM AN ACCREDITED INSTITUTION OF HIGHER EDUCATION, A MINIMUM OF THREE (3) YEARS AT WILBERFORCE UNIVERSITY OR ANOTHER ACCREDITED INSTITUTION AT THE RANK OF INSTRUCTOR.

3) Acceptable professional PERFORMANCE AS DEFINED USING CRITERIA IN 8.03.

c) For promotion or initial appointment to the rank of Associate Professor the individual shall have:

1) A MASTER'S DEGREE IN A RELEVANT FIELD FROM AN ACCREDITED INSTITUTION PLUS AT LEAST ONE (1) YEAR OF ACADEMIC WORK (30 SEMESTER HOURS) BEYOND THE MASTER'S AT AN ACCREDITED INSTITUTION IN A RELEVANT FIELD, AND A MINIMUM OF FOUR (4) YEARS SERVICE AT WILBERFORCE OR ANOTHER ACCREDITED INSTITUTION AT THE RANK OF ASSISTANT PROFESSOR.

or 2) AN EARNED DOCTORATE IN A RELEVANT FIELD FROM AN ACCREDITED INSTITUTION PLUS FOUR (4) YEARS SERVICE AT WILBERFORCE OR ANOTHER ACCREDITED INSTITUTION.

or 3) A MASTER'S DEGREE IN A RELEVANT FIELD FROM AN ACCREDITED INSTITUTION PLUS A MINIMUM OF SIX (6) YEARS SERVICE AT WILBERFORCE UNIVERSITY AT THE RANK OF ASSISTANT PROFESSOR.

4) Acceptable professional performance AS DEFINED USING CRITERIA IN 8.03.

d) For promotion or initial appointment to the rank of Professor an individual shall have:

1) An earned Doctorate or appropriate terminal degree requiring an equivalent of no less than three (3) years full-time graduate study IN A RELEVANT FIELD from an accredited institution of higher education.

2) A minimum of eight (8) years service at Wilberforce University or another accredited institution.

3) ACCEPTABLE PROFESSIONAL PERFORMANCE AS DEFINED USING CRITERIA IN 8.03.

8.05 Other than the teaching faculty, only persons with the minimum qualifications for academic rank shall be permitted to teach courses for academic credit at the University with the following exceptions: All current professional employees at Wilberforce who have previously taught courses for academic credit at the University may continue to do so. Any administrative or professional member of the co-op staff may teach the required co-op course and professionals on the Student Affairs staff may offer the strategies for survival and awareness courses.

8.06 In CERTAIN DISCIPLINES (PERFORMING AND VISUAL ARTS AND COMPUTER SCIENCE ONLY) AND IN exceptional circumstances, individuals WITH DEMONSTRATED QUALIFICATIONS may be APPOINTED OR promoted to a rank for which they lack the minimum qualifications if first RECOMMENDED BY THE APPROPRIATE DIVISION PERSONNEL COMMITTEE, approved by the Vice President for Academic Affairs, then supported by a two-thirds (2/3) majority of the Teaching Faculty with academic rank, voting by secret ballot, and finally, accepted by the President.

IX. TENURE

9.01 The granting of tenure is a means to certain ends, specifically (1) freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability.

9.02 Tenure is a grant of continuing employment to those faculty members who meet established performance criteria in ACCORDANCE WITH ARTICLE 14, SECTION 01.

9.03 Tenure is granted only by the Board of Trustees and is a positive act based upon service and performance. In no circumstances will tenure be granted at the rank of Instructor. The granting of tenure at the University shall in no way be based upon quotas for the University, a division or any academic unit thereof.

9.04 All faculty members who were granted tenure prior to the ratification of this Agreement shall continue to hold tenure status.

9.05 Tenure is obtained in the following manner:

a) All full-time faculty members will be subject to a service period to the University for a maximum of seven (7) years. Faculty with more than three (3) years service at another ACCREDITED institution of higher education may request up to three (3) years service credit toward tenure. THE UNIVERSITY WILL CONFIRM THE AMOUNT OF SUCH CREDIT IN THE LETTER OF APPOINTMENT.

b) By September 1, prior to the expiration of the SEVENTH YEAR OF SERVICE, the Board of Trustees will consider the matter and give written notice to a faculty member who is not to be given tenure and continued in service. THE BASIS FOR THE DENIAL OF TENURE SHALL BE CONFINED SOLELY TO THOSE CRITERIA USED IN THE EVALUATION PROCESS AS CONTAINED IN SECTION 8.03.

c) Tenure may be awarded by the University at any time prior to the expiration of the SEVEN YEAR service period.

D) THE VICE PRESIDENT FOR ACADEMIC AFFAIRS WILL GIVE WRITTEN NOTIFICATION OF ELIGIBILITY TO REQUEST TENURE TO FULL-TIME FACULTY MEMBERS IN THE FIFTH (5TH) YEAR OF SERVICE AT WILBERFORCE UNIVERSITY ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL FACULTY MEMBER TO REQUEST TENURE IN EARLIER YEARS.

X. DIVISION CHAIRPERSONS & PERSONNEL PROCEDURES

10.01 For purposes of creating Division Personnel Committees the faculty will be organized into the following academic divisions, each with a separate Division Chairperson:

a) Business and Economics

b) Humanities

c) General Studies (including physical education faculty)

d) Natural Science

e) Social Science

10.02 In the event that the division does not have a chairperson, the Vice President for Academic Affairs will call the division together and appoint a convener who would serve for one (1) month. At the culmination of the month, the division will elect an acting chairperson who would serve, without a reduced load, for not longer than one (1) trimester. THE ACTING CHAIRPERSON WILL BE PAID $500 FOR ONE TRIMESTER WITH NO REDUCTION IN TEACHING LOAD.

10.03 Each Division Personnel Committee will be composed of the Division Chairperson who shall act as Chair and two (2) faculty members with at least two (2) years full-time service selected by the full-time members of the Division and two (2) students chosen in accordance with procedures established by the Division. Each Division shall elect one (1) faculty alternate, who will replace any member of the committee whenever that individual's personnel status is under review. If any division does not have at least two (2) faculty with two (2) years' service, faculty without two (2) years' service may be part of the Division Personnel Committee. Students shall not sit on more than one Division Personnel Committee concurrently.

10.04 The Division Personnel Committee shall develop written procedures and guidelines to include review criteria to be used by the Committee. These written procedures shall be filed with the University Promotion & Tenure Committee and with the Vice President for Academic Affairs. The Vice President for Academic Affairs shall have the responsibility to notify each person who is eligible for promotion by September 15 of each academic year IN ACCORDANCE WITH ARTICLE IX AND ARTICLE XIII.

XI. PERSONNEL FILES

11.01 The University shall maintain one official personnel file for each faculty member. It shall be the responsibility of the Office of the Vice President for Academic Affairs to maintain and secure all faculty personnel files.

11.02 The official personnel file shall include, but not be limited to, the following information, data and records:

a) Information and records concerning the faculty member's original appointment such as academic transcripts, resume and application, letters of recommendation, and evaluations for the first appointment.

b) Employment and personal records generated by the University including all contract letters, summaries of fringe benefit programs, academic loads, preparations, and administrative or extracurricular assignments.

c) Signed evaluations based on discussions between the faculty member and his or her Division Chairperson or other faculty colleagues or administrators or evaluation instruments.

d) Information and documents relating to the faculty member's professional and academic performance generally and University and community service.

e) Specific evaluation instruments, evaluations of performance concerning reappointment, promotion, tenure, requested leaves of absence, and the processing of grievances.

f) Information and documents submitted or requested by the faculty member relating to professional accomplishments. Such information shall be appropriately documented.

g) No unsigned or anonymous materials or materials from an unidentified source may be placed in the Personnel File.

11.03 The information and contents of a faculty member's personnel file are confidential, and therefore, access to the file shall be strictly regulated.

11.04 Each faculty member shall have the right to examine and review the contents of his or her official personnel file. Such review or examination shall take place within three (3) days of the request at reasonable hours in an area designated by the Vice President for Academic Affairs, and only upon prior notice by the faculty member and in the presence of the person who normally has custody of these personnel files. A faculty member shall have the right to make copies of materials in the personnel file at his or her own expense.

11.05 ONLY the following persons, OTHER THAN THE FACULTY MEMBER, have an absolute right of access to faculty personnel files:

a) President

B) Provost

C) Vice President for Academic Affairs

D) Assistant to the Vice President for Academic Affairs

E) Director of Administrative Services

F) Vice President for ADMINISTRATIVE AND Financial Affairs

11.06 When access to a faculty member's personnel file is to be made by someone other than those authorized pursuant to Section 11.05, the right to access may be secured only from the President, the Vice President for ADMINISTRATIVE AND Financial Affairs or the Vice President for Academic Affairs. The faculty member so affected shall receive notice setting forth the name of the individual being given access to the file and the purpose for which

access is authorized. The faculty member so affected has an immediate right to object to access and must set forth his objections in writing within twenty-four (24) hours OF BEING NOTIFIED. The objections shall be delivered to the authorizing officer and if the objections are sustained, access shall not be granted. If the authorizing officer denies the objection, access shall be permitted but the affected faculty member SHALL have the right to resort to the grievance mechanism or any other remedy provided by law.

11.07 The Vice President for Academic Affairs or Assistant to the Vice President for Academic Affairs may authorize the Division Chairperson to review specifically requested documents from the faculty member's personnel file.

11.08 A student complaint with regard to a faculty member shall not be inserted into a faculty member's file unless it is first reviewed with the faculty member and is then signed and dated by the Division Chairperson and the Vice President for Academic Affairs. A copy shall then be furnished to the affected faculty member.

11.09 Any faculty member who feels that there are irrelevant, erroneous or inaccurate records retained in the personnel file may USE the grievance procedure to challenge the material retained in the file. If the faculty member successfully demonstrates the inaccuracy or lack of validity of the documents ON file, those documents shall be removed from the file forthwith. If the removal is denied, a record of the faculty member's challenge, including the evidence, will become part of the personnel file.

11.10 It is not the purpose of this Article to limit the University in the normal maintenance and retention of records concerning routine matters. Such records relating to routine matters may also be filed separately in the appropriate offices provided that copies are kept in the official personnel file.

XII. NEW APPOINTMENTS

12.01 Whenever the appointment of new faculty becomes necessary to fill an anticipated vacancy or has been otherwise budgeted, the Vice President for Academic Affairs will promptly prepare a job description after consultation with the appropriate Division Chairperson and will establish a schedule for filling the position.

12.02 An announcement identifying the nature of the faculty position, rank, selection criteria, and credentials required will be posted on the Wilberforce Faculty bulletin boards prior to advertising outside the campus. The position opening will be advertised in an appropriate manner, and the Division Chairperson involved will notify the division of the procedure used in advertising, including place and date of advertisements. COPIES OF SUCH JOB DESCRIPTIONS WILL BE SENT TO THE ASSOCIATION IMMEDIATELY UPON PUBLICATION.

12.03 The appointment of new faculty members shall be recommended by the appropriate Division Personnel Committee. This recommendation shall be based upon but not limited to the following considerations:

a) Academic credentials and transcript

b) Previous teaching experience

c) Individual and group interviews with faculty members in the division and with students majoring in the division.

d) The potential for growth and contribution to effective teaching.

e) Letters of recommendation

f) Research

g) Any other factors relevant to effective evaluation of potential new faculty members.

12.04 The recommendation of the appropriate Division Personnel Committee will be forwarded to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall then forward all recommendations together with the separate recommendation OF the Vice President for Academic Affairs to the President who will make the ultimate recommendation to the Board of Trustees. A copy of the recommendation of the Vice President for Academic Affairs shall be furnished to the Division Chairperson.

12.05 If the President fails to support a recommendation of appointment, he will notify the Vice President for Academic Affairs and Division Chairperson.

12.06 If an unanticipated vacancy arises which must be filled during a period between two (2) academic terms, the Vice President for Academic Affairs shall seek recommendations from the Division Chairperson or, in that person's absence, from an appropriate divisional representative designated in writing by the Division Chairperson to effect appointment action for an immediate replacement. In the event no representative of the division is available, the Vice President for Academic Affairs may make an appointment EXTENDING NO LONGER THAN TO THE END OF THAT ACADEMIC YEAR.

XIII. PROMOTION & TENURE PROCEDURES

13.01 Promotion and tenure are granted by the Board of Trustees. Recommendations FOR PROMOTION AND TENURE OF BARGAINING UNIT MEMBERS shall be made by Division Personnel Committees, the University Promotion & Tenure Committee, the Vice President for Academic Affairs and the President.

13.02 The University Promotion & Tenure Committee shall consist of:

a) ONE (1) TENURED REPRESENTATIVE FROM EACH DIVISION, elected by secret ballot,plus two (2) at-large representatives elected by the full-time teaching faculty. The faculty shall also elect two (2) alternates to one (1) year terms. Alternates shall replace members on leave, those being considered for promotion and tenure, or those who have participated in or will participate in a Divisional Personnel Committee consideration under review. Members shall serve staggered two (2) year terms and shall elect a Chairperson each academic year.

b) Two (2) students from separate academic divisions on one (1) year terms chosen by the Student Government Association with Junior standing and a 2.5 cumulative grade point average. No student shall sit on the University Promotion and Tenure Committee and Division Personnel Committee concurrently.

13.03 The evaluation of a faculty member for promotion or tenure shall begin within the appropriate academic division. The Vice President for Academic Affairs shall have the responsibility to notify each person who is eligible for promotion or tenure and the appropriate divisional Personnel Committee by September 15 of each academic year. THE CANDIDATE MUST SUBMIT HIS/HER COMPLETE EVALUATION PORTFOLIO TO THE DIVISION PERSONNEL COMMITTEE NO LATER THAN NOVEMBER 1 FOR CONSIDERATION FOR PROMOTION OR TENURE. The Division Personnel Committee shall complete its review AND SUBMIT ITS RECOMMENDATIONS TO THE UNIVERSITY PROMOTION & TENURE COMMITTEE no later than February 1, and the University Promotion & Tenure Committee shall submit its recommendations by March 1. The Vice President for Academic Affairs shall forward all documents and recommendations to the President by March 15.

13.04 The candidate for promotion and/or tenure shall prepare appropriate documents and credentials which may include references from faculty colleagues. The Division Personnel Committee shall review these documents together with other information relating to the faculty member's teaching performance, contribution to the academic program and University and community service. THE CANDIDATE SHALL HAVE THE RIGHT TO APPEAR PERSONALLY BEFORE THE PERSONNEL COMMITTEE IF SO REQUESTED BY THE CANDIDATE. The candidate shall have the right to request a personal appearance before the Personnel Committee. The Division Personnel Committee shall make a recommendation based upon a careful analysis of factual information and shall forward ITS DOCUMENTED, WRITTEN RECOMMENDATION, INCLUDING BOTH THE CANDIDATE'S STRENGTHS AND WEAKNESSES, to the Promotion & Tenure Committee and the Vice President for Academic Affairs with a copy to the applicant.

13.05 The University Promotion & Tenure Committee shall review all documents submitted by the faculty member, divisional recommendation, IN ACCORDANCE WITH ARTICLE 13.03. The candidate shall have the right to APPEAR PERSONALLY BEFORE THE COMMITTEE, IF SO REQUESTED BY THE CANDIDATE. Members of the University Promotion & Tenure Committee shall evaluate the candidate's

overall performance, credentials and services to the University. THE WRITTENDOCUMENTED RECOMMENDATION OF THE PROMOTION AND TENURE COMMITTEE, INCLUDINGBOTH THE CANDIDATE'S STRENGTHS AND WEAKNESSES, AND ALL SUPPORTING DOCUMENTS
SHALL BE FORWARDED TO THE VICE PRESIDENT FOR ACADEMIC AFFAIRS WITH A COPY TO THE APPLICANT.

13.06 The Vice President for Academic Affairs and the President shall approve the Promotion & Tenure Committee recommendations except for DOCUMENTED reasons which shall be given in writing to the candidate and the Division Personnel Committee, the University Promotion & Tenure Committee and the Vice President for Academic Affairs.

13.07 Any applicant who is not granted promotion or tenure and who has not previously been granted a personal interview by A COMMITTEE OR INDIVIDUAL, SHALL HAVE AN OPPORTUNITY TO BE HEARD IN PERSON BEFORE THAT COMMITTEE OR INDIVIDUAL. An applicant may withdraw his/HER application from further consideration at any point.

13.08 When a candidate is not granted a promotion or tenure in a particular year, this shall in no way prejudice the person's consideration for promotion or tenure in a subsequent year.

XIV. EVALUATION & PROFESSIONAL DEVELOPMENT

14.01 The Division Personnel Committee will formulate appropriate evaluation measures including the relevant criteria of Article XIII to assess:

a) Teaching effectiveness using peer, student and self-ratings, classroom observations, course outlines, materials and exams.

b) Professional achievement including but not limited to educational credentials, memberships and participation in professional associations publications, unpublished research, lectures, recitals and exhibitions.

c) University service including faculty committee assignments, sponsorship of student extracurricular activities and administrative responsibilities.

The Committee evaluation of overall professional performance shall give the greatest weight to teaching effectiveness.

14.02 All members of the faculty including tenured faculty will be systematically evaluated:

a) EVALUATION OF first-year faculty shall be completed by January 15

b) NO FEWER THAN ONE-THIRD OF THE FACULTY WHO ARE NOT CANDIDATES FOR PROMOTION OR TENURE SHALL BE EVALUATED BY MARCH 15 OF EACH YEAR.

c) EACH FACULTY MEMBER WILL RECEIVE A COMPREHENSIVE EVALUATION NO LESS THAN ONCE IN THREE YEARS.

14.03 Following evaluation, each faculty member will CONFER WITH THE DIVISION CHAIRPERSON AND MAY ALSO CONSULT WITH THE VICE PRESIDENT FOR ACADEMIC AFFAIRS AND A MEMBER OF THE PROFESSIONAL DEVELOPMENT COMMITTEE TO REVIEW ALL DOCUMENTED EVALUATIONS and to consider appropriate means to strengthen professional performance.

14.04 In order to improve the faculty's professional performance, each academic division will elect a single representative to the Professional Development Committee, and the full Committee may enlist student representatives as needed on an ad hoc basis. The Committee will select its own Chairperson to coordinate the faculty Professional Development Program and may request funds through the Vice President for Academic Affairs' office under the normal University budgetary process. All expenditures will be disbursed through normal University accounting procedures.

14.05 The Professional Development Committee shall:

a) Propose and review evaluation instruments used by the Divisional Personnel Committees.

b) Upon request by the individual faculty member, review personal evaulations and provide guidance for professional development.

c) Arrange for orientations, workshops or seminars for individuals, groups or the full faculty to promote professional development.

d) Coordinate the election process for faculty merit bonus awards.

14.06 At the request of either the Division Chairperson or the Vice President for Academic Affairs, a tenured faculty member whose annual evaluation indicates poor performance or declining teaching effectiveness shall be re-evaluated by the Division Personnel Committee in the following trimester. The second evaluation shall include classroom observation by the Division Chairperson and/or the Vice President for Academic Affairs followed by a conference to discuss means to restore or improve the level of professional performance.

a) The Personnel Committee may recommend a continued program of evaluation and professional improvement, and shall report the results of the second evaluation to both the Professional Development and Promotion & Tenure Committees. After reviewing that report, the Promotion & Tenure Committee may recommend a

freeze on the individual's salary for one (1) academic year and may instruct the Division Personnel Committee to complete an early evaluation in the following academic year. If such an early evaluation reveals continuing pattern of poor performance or declining effectiveness, the Promotion & Tenure Committee may recommend dismissal of a tenured faculty member under the provisions of Article XV.

XV. TERMINATION

Section 1 - Dismissal for Cause

15.01 Prior to termination for adequate cause of a tenure appointment or dismissal for adequate cause prior to the expiration of a term contract, the faculty member shall be informed in writing of the charges against him/her. The faculty member shall have an opportunity to be heard in his/her own defense in all hearings that concern his/her case.

15.02 Faculty may be dismissed for adequate cause on the following grounds:

a) Gross neglect of duty

b) Serious professional misconduct

c) Inadequate professional performance

d) Falsification of credentials and/or experience

15.03 The President or designate or the Vice President for Academic Affairs shall initiate formal dismissal action in a private conference with the faculty member WHO, AT THE DISCRETION OF THE FACULTY MEMBER, WILL BE ACCOMPANIED BY AN ASSOCIATION REPRESENTATIVE.

15.04 If the University decides to proceed with dismissal, the Vice President for Academic Affairs will provide the faculty member with a written statement of the reasons for termination. The University may suspend immediately without pay if it finds that immediate harm to STUDENTS OR OTHERS IS THREATENED BY CONTINUANCE.

15.05 In order to contest the dismissal the faculty member must within ten (10) days request a hearing through the University Promotion & Tenure Committee with a copy to the Vice President for Academic Affairs stating the reasons for the appeal. The Promotion & Tenure Committee shall select by lot an ad hoc Evaluation Committee of five (5) tenured faculty.

15.06 The ad hoc Evaluation Committee shall schedule a hearing not earlier than ten (10) class days but not later than twenty (20) class days after receipt of the request for a hearing, and shall give at least ten (10) days written notice of the time, place and date to the faculty member and the Vice President for Academic Affairs.

a) In a joint pre-hearing meeting, the faculty member and the VICE PRESIDENT FOR ACADEMIC AFFAIRS may each disqualify one (1) member of the Committee to be replaced by tenured faculty chosen by lot by the Promotion & Tenure Committee.

b) The parties may also agree to a stipulation of facts, exchange information and discuss other procedural concerns in a pre-hearing session.

15.07 The formal hearing shall be private unless both parties and the Committee agree otherwise. Both parties shall be permitted to have an advisor and/or counsel and both the University and the Association may designate an observer.

a) There shall be a full record of the hearing available to the parties concerned unless both waive the requirement.

b) The faculty member shall be afforded an opportunity to call witnesses and produce documentary or other evidence.

c) Where relevant to charges of academic incompetence, the Committee should consider evaluation of teachers or other scholars familiar with the individual's professional performance.

d) The Committee shall not be bound by strict rules of evidence and may admit any evidence which is of probative value in determining the issues involved.

15.08 Within five (5) class days of the conclusion of the hearing, the ad hoc Evaluation Committee shall send its decision to the faculty member and to the President, WITH COPIES TO THE VICE PRESIDENT FOR ACADEMIC AFFAIRS. The decision shall provide written reasons and shall be based solely on evidence in the record.

15.09 Within fifteen (15) class days the President shall make A DECISION SOLELY ON EVIDENCE IN THE RECORD AND SHALL MAKE A written recommendation to the Board of Trustees providing copies to the faculty member, the ad hoc Committee, AND THE VICE PRESIDENT FOR ACADEMIC AFFAIRS.

15.10 THE PRESIDENT WILL CONVEY IN WRITING TO THE AFFECTED FACULTY MEMBER THE DECISION OF THE BOARD OF TRUSTEES AND THEIR DECISION IS FINAL, PROVIDED NO REQUEST FOR ARBITRATION IS MADE BY THE TERMINATED FACULTY AS PROVIDED IN ARTICLE XXV, 04, 05, and 06.

15.11 A faculty member with tenure who is dismissed for any of the reasons indicated in 15.02 shall receive his/her salary through the end of the trimester in which the FACULTY MEMBER IS DISMISSED.

Section 2 - Non-Renewal of Non-Tenured Faculty

15.12 Non-tenured faculty on one (1) year appointments must be reviewed annually by the Division Personnel Committee which recommends either reappointment or non-renewal in accordance with the following schedule:

	Evaluation	Personnel Committee Recommendation	Dean's Recommendation	Appeal Review by University Promotion & Tenure Committee	Notice of Non-renewal
1st yr.	January 15	February 1	February 10	February 20	March 1
2nd yr.	October 1	October 15	November 1	November 20	December 1
3rd thru 6th	March 15	April 1	April 10	May 1	September 1

15.13 In addition to the reasons for termination provided in 15.02 and in Article XVI, non-tenured faculty may be denied reappointment for the following reasons:

a) For performance judged inadequate for the awarding of tenure IN ACCORDANCE WITH ARTICLE 14, SECTION 01.

b) For expiration of a fixed, non-renewable term as specified in the letter of appointment.

15.14 THE DIVISION PERSONNEL COMMITTEE SHALL PREPARE APPROPRIATE DOCUMENTATION TO SUPPORT ITS RECOMMENDATION. AFTER A NEGATIVE RECOMMENDATION IS MADE, THE INDIVIDUAL SHALL HAVE THE RIGHT TO A PERSONAL APPEARANCE BEFORE THE COMMITTEE AND THE DIVISION CHAIR, WITHIN TWO (2) CLASS DAYS, AS WELL AS TO SUBMIT REBUTTAL STATEMENTS WITHIN FIVE (5) CLASS DAYS AFTER THE PERSONAL APPEARANCE.

15.15 THE DIVISION CHAIR SHALL FORWARD THE COMPLETE PROCEEDINGS AND RECOMMENDATION OF THE PERSONNEL COMMITTEE TO THE VICE PRESIDENT FOR ACADEMIC AFFAIRS. A COPY OF THE RECOMMENDATION SHALL BE FORWARDED TO THE FACULTY MEMBER. IF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS RECOMMENDS NON-RENEWAL OF THE FACULTY MEMBER TO THE PRESIDENT, A COPY OF SUCH RECOMMENDATION WILL BE SENT TO THE EFFECTED FACULTY MEMBER. THE FACULTY MEMBER MAY APPEAL WITHIN THREE (3) CLASS DAYS TO THE PROMOTION AND TENURE COMMITTEE FOLLOWING THE RECOMMENDATION OF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS. THE PROMOTION AND TENURE COMMITTEE WILL THEN HAVE THREE (3) CLASS DAYS TO REVIEW ALL PREVIOUS PROCEEDINGS WITH THE EFFECTED FACULTY MEMBER. WITHIN TWO (2) CLASS DAYS AFTER SUCH REVIEW, THE PROMOTION AND TENURE COMMITTEE WILL SUBMIT ITS WRITTEN RECOMMENDATION TO THE PRESIDENT AND A COPY TO THE EFFECTED FACULTY MEMBER. THE INDIVIDUAL DENIED REAPPOINTMENT SHALL HAVE AN OPPORTUNITY FOR AN INTERVIEW WITH THE PRESIDENT, IF REQUESTED.

15.16 The substantive determination of REASONS STATED IN 15.13 leading to non-renewal of a first-year faculty member shall not be subject to the grievance procedure.

XVI. FACULTY RETRENCHMENT

16.01 When, in the opinion of the University, due to financial exigency, program curtailment, elimination of courses or other reasons it is necessary to engage in faculty retrenchment, the University shall meet and discuss with the Association AND its designee, IF ANY, any proposed changes which would lead to retrenchment. Upon request, the University will provide relevant information, statistics and financial data related to the retrenchment.

a) If the reasons for retrenchment are due to financial exigency, the proposed retrenchment plan shall be referred to the Administrative Affairs Committee which shall make a recommendation to the President within ten (10) days of its notice, identifying the amount of savings required. The recommendation of the Administrative Affairs Committee shall be shared with the Faculty Association. The Faculty Association shall have seven (7) days in which to reply or make alternative recommendations.

b) If the reasons for retrenchment are based upon causes other than financial exigency as set forth in 16.01, the proposed retrenchment plan shall be referred to the Academic Policies Committee which shall make a recommendation to the President within fifteen (15) days of its notice. The recommendation of the Academic Policies Committee shall be shared with the Faculty Association. The Faculty Association shall have ten (10) days in which to reply or make alternative recommendations.

16.02 Upon compliance with 16.01 the administration shall present a plan to the Board of Trustees. The University will not implement any plan relating to retrenchment before such plan has been approved by the Board of Trustees of the University.

16.03 The following procedure shall apply to retrenchment either for financial exigency, program curtailment, elimination of courses or other reasons pursuant to this Article. Insofar as possible, the process of natural attrition shall be used to retrench faculty.

16.04 When sufficient retrenchment cannot be accomplished by attrition or when there is not sufficient time to permit attrition to operate, retrenchment shall be accomplished by the following:

a) Retrenchment of part-time faculty members unless required to teach a course that cannot be offered by a full-time faculty member.

b) Retrenchment of full-time faculty with either a supplemental or a third trimester teaching assignment unless no other full-time faculty member has the necessary qualifications to teach the scheduled courses.

c) Retrenchment of non-tenured full-time faculty.

d) Retrenchment of tenured faculty.

16.05 Before a full-time or tenured full-time faculty member is retrenched, the University shall endeavor to place that person in another suitable position for which the faculty member has qualifications.

16.06 The members of the affected Division or Program shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with this section shall have the same rights as if involuntarily retrenched.

16.07 The University shall not fill a teaching position(s) which a retrenched faculty member(s) is/are qualified to fill for a period of three (3) years from the date of release without first offering the position(s) available to retrenched faculty member(s) and allowing three (3) weeks for the individual(s) to accept or decline the offer. The faculty member with appropriate qualifications, greater length of service and who claim(s) the position(s) available shall be re-employed. It shall be the responsibility of the retrenched faculty member(s) to keep the Office of the Vice President for Academic Affairs apprised of the faculty member(s) current address.

a) A faculty member retrenched under a non-financial exigency plan shall receive notice pursuant to provisions of Article XV of this Agreement.

b) A tenured faculty member retrenched under a financial exigency plan shall be paid through the remainder of the letter of appointment or for one (1) additional trimester, whichever is longer.

c) A non-tenured faculty member retrenched under a financial exigency plan shall be paid through the current academic trimester plus one-eighth (1/8) of the faculty member's base salary.

d) A faculty member who could become eligible for another position at the University through a re-training program that lasts six (6) months or less may be provided such training.

16.08 Faculty member(s) re-employed pursuant to the provisions of this section shall not be considered a new employee and shall be credited with prior years of service to Wilberforce University in calculating salary level, provided, however, that nothing herein shall be construed as authorizing the payment of retroactive wages or benefits for the period the faculty member(s) was/were retrenched.

XVII. ACADEMIC RESPONSIBILITIES & WORKLOAD

17.01 The maximum required teaching load over a two (2) trimester period shall be twenty-four (24) credit hours or thirty (30) contact hours. The maximum required teaching load over a three (3) trimester period in one (1) academic year shall be thirty-six (36) credit hours or forty-five (45) contact hours.

17.02 Unless otherwise agreed to by the faculty member, an individual shall not be required to have more than three (3) different course preparations in a single trimester. The term course preparation for the purpose of this contract, shall apply to courses of at least two (2) credit hours.

a) Whenever a faculty member with three (3) course preparations has less than a full teaching load, the University shall first attempt to schedule a second section of one (1) course. Only when such multiple sections are not required by the student enrollment, the University may require a fourth course preparation for no more than one (1 term in any academic year. Except as otherwise herein provided an individual shall have no more than six (6) different course preparations over a two (2) trimester period or nine (9) different course preparations over three (3) trimesters. A course repeated either in the same or a later trimester of the same academic year shall not be counted as a different course preparation.

b) A faculty member with three (3) academic years or seven (7) trimesters of full-time service shall not be required to have more than one (1) new course preparation in a given trimester without that individual's consent. A new course preparation is defined as a completely new course added to the curriculum for the first time or an existing course that has not been previously taught by that individual.

c) The academic divisions will recommend class sizes to the Vice President for Academic Affairs, considering total student enrollment, equipment or space limitations, the nature of the subject matter, need for individualized instruction, and the instructor's other preparations and professional responsibilities.

d) In order to provide the necessary individualized instruction for first year students in basic skills, the University will schedule sufficient sections to accommodate the anticipated enrollment with no more than twenty-five (25) students per section in Math 100, Comm 111, 112 and 115 and Math 111. Enrollment will not exceed those optimal limits for any one section until all sections of the same course approach that number. Enrollment will never exceed an absolute maximum of twenty-five (25) students per section in Math 100 and Comm 115 unless approved by both the Program Director and the Instructor, and thirty (30) students per section in Comm 111 and 112 and Math 111.

17.03 The student-faculty ratio shall not exceed twenty (20) students per full-time faculty equivalent. The University will attempt to schedule faculty members so that individual teaching loads are balanced over an academic year. For faculty with more than two (2) different course preparations in any two (2) terms of an academic year total student enrollment shall not average more than one hundred thirty (130) students per trimester during the academic year.

17.04 A faculty member's classes shall not be scheduled for more than five (5) days in a given week, and the individual's last scheduled class must end no later than nine (9) hours after the scheduled beginning of that individual's first class on the same day.

17.05 Faculty shall maintain no FEWER than eight (8) hours per week on campus distributed over at least four (4) days which may be used for committee meetings, advising, course preparation and assigned professional responsibilities. No FEWER than six (6) hours over that four (4) day period shall be reserved for student advising in accordance with a regular schedule of posted office hours AND SHALL NOT BE SCHEDULED AS "BY APPOINTMENT ONLY" HOURS.

17.06 A faculty member shall not be required to teach six (6) consecutive trimesters in two (2) academic years without that individual's consent.

17.07 Faculty may be assigned a reasonable number of professional responsibilities such as committee and divisional assignments, administrative duties, student extracurricular or other activities, but such responsibilities shall not conflict with a faculty member's teaching responsibilities. Only in exceptional circumstances will the University cancel classes or schedule activities for faculty that conflict with their class schedules. The University will attempt to give advance notice.

17.08 In computing the individual's teaching load, consideration shall be given to the following:

a) Total number of students served

b) Number of separate preparations

c) Number of discussion groups and laboratory preparations

d) Availability of teaching assistants

e) Necessity for research and curriculum development in the area taught

f) Program, committee or administrative responsibilities

17.09 Each faculty member is to be in attendance BEGINNING the first day of registration each term and will be available for a pre-announced orientation up to three (3) working days before fall term registration. Duties are normally considered to be complete at the end of each trimester when final grades have been submitted. Prior to the inter-session period, Program Directors or other faculty with on-going responsibilities shall provide the Vice President for Academic Affairs with a program update and provide a schedule of inter-session availability. Faculty are required to attend and participate in the University's commencement exercises, convocations, scheduled faculty meetings, faculty institutes, orientations, registration and in-service sessions unless released by the Vice President for Academic Affairs.

a) Two daily absences without prior or timely notification in any one trimester shall be considered excessive.

b) Professional faculty obligations involve the timely beginning and dismissal of classes. When a faculty member is late for more than 10% of all scheduled classes, this shall constitute excessive tardiness.

c) Final examinations MUST be given during the SCHEDUELED final exam period unless otherwise REQUESTED BY THE FACULTY MEMBER CONCERNED AND APPROVED BY the Vice President for Academic Affairs.

17.10 The University shall employ sufficient full-time faculty to maintain the academic standards of the University.

17.11 The faculty shall have final responsibility for all grades, and grades can be changed only with prior consultation and consent of the faculty member who originally granted the grades, AND WITH THE CONSENT OF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS.

XVIII. PROFESSIONAL LIBRARIANS, EXCLUDING THE CHIEF LIBRARIAN

18.01 Professional Librarians employed by the University shall have faculty status with the following system of library rank:

a) Assistant Librarian - requires at least a Bachelor's Degree

b) Associate Librarian - requires at least a Master's Degree in Librarianship and a minimum of two (2) years service as Assistant Librarian at Wilberforce or equivalent professional service.

18.02 Professional Librarians shall be entitled to the same paid vacation and sick leave benefits as full-time administrative employees on twelve (12) month appointments but will enjoy all other faculty fringe benefits provided in this Agreement. Librarians shall not be eligible for tenure.

18.03 Professional librarians shall be evaluated for purposes of promotion, continuation and salary increases by a Library Personnel Committee comprised of the Chief Librarian, a representative elected from each academic division and two (2) students appointed by the Student Government Association with at least a 2.5 grade point average.

18.04 The Library Personnel Committee shall perform those functions with regard to the status of the Professional Librarians as are set forth in appropriate Articles of this Agreement.

18.05 Professional Librarians may request up to one (1) month unpaid leave which does not conflict with scheduled library operations and which may be granted at the discretion of the Vice President for Academic Affairs.

XIX. WORKING CONDITIONS/SUPPORT SERVICES

19.01 The University shall make available no FEWER than three (3) full-time secretaries FOR THE FALL AND WINTER TRIMESTERS AND NO FEWER THAN TWO (2) FULL-TIME SECRETARIES DURING THE SPRING-SUMMER TRIMESTER to provide secretarial service to the teaching faculty. The secretaries shall have primary divisional responsibilities assigned by the Office of the Vice President for Academic Affairs and coordinated by the Division Chairperson. Assignment of temporary secretarial support services during peak periods and use of word processing equipment will be at the discretion of the University.

19.02 The University shall provide clerical staff, office supplies and duplicating equipment to operate a faculty copy and supply center(s) during normal business hours which shall also be equipped with duplicating machines, test grading equipment, separate electric typewriters for faculty and dictating machines on the new campus in the Walker Center, King Center and/or the Learning Resources Center.

19.03 The University shall make a good faith effort to assign to faculty a proportionate share of upper division work-aid students and to assign students to a faculty member in the same major area.

19.04 FACULTY WILL BE GIVEN UNIVERSITY ID CARDS. UPON REQUEST AND PRESENTATION OF THEIR UNIVERSITY ID TO SECURITY, FACULTY WILL BE GRANTED ACCESS TO THEIR OFFICES OR LABORATORIES WHEN THE FACILITIES ARE GENERALLY CLOSED.

19.05 Free parking will be available for faculty in lots near all University buildings. All faculty will register their cars and receive all appropriate University identification.

19.06 The University undertakes to have all faculty mail sorted and delivered before 12 Noon on each working day of regular postal delivery. Intra-campus mail between the administration and academic buildings will be exchanged once daily. All full-time faculty shall have separate, individual mail boxes.

19.07 The University shall provide all full-time faculty with an office for personal use suitably equipped with a desk, chairs, filing cabinet and telephone. The University will supply all faculty with appropriate desk supplies, a copy of this Agreement, the Governance Document, catalogue, AND campus phone directory.

19.08 Cleaning and maintenance of faculty offices, classrooms and lavatories will be performed at frequent, regular intervals so that the academic facilities are reasonably clean and the equipment maintained in good working order.

19.09 When maintenance or repair to the heating or cooling equipment of the classroom and office areas is anticipated or scheduled, the Vice President for Academic Affairs will advise a designated officer of the Association giving known details. If excused by the Vice President for Academic Affairs due to extreme circumstances, the faculty shall not be penalized for rescheduling or cancelling classes or office hours.

XX. ASSOCIATION PRIVILEGES

20.01 The Association may request the use of physical facilities of the University. Requirement for permission and consideration in scheduling shall be according to University Rules and Regulations.

20.02 The Association shall be able to hold one (1) regularly scheduled meeting each month in the King Science Building at an hour and place approved by the Vice President for Academic Affairs which does not conflict with the teaching or professional responsibilities of the faculty.

20.03 The University will provide the Association with INDIVIDUAL CONTRACTS OF ALL BARGAINING UNIT MEMBERS UPON RECEIPT OF SIGNED CONTRACT FROM THE EMPLOYEE.

20.04 During the term of this Agreement, the University will, upon request, make available to the Association all information that is available relevant and requested for the administration of this Agreement.

20.05 The University shall notify the Association within fifteen (15) days (based on the first written information by or to the University) of any changes in personnel resulting from resignations, dismissals, new appointments, leaves, or retirement.

20.06 The Association shall have the right to post notices and other information on designated bulletin boards on campus as mutually agreed to by the University and the Association.

20.07 Upon notice to the Vice President for Academic Affairs the University shall allow reasonable release time to bargaining unit member(s) and a designated Association officer for the processing of grievances during normal working hours of the University. In no case shall the scheduled classes of the individual(s) be affected.

20.08 The Association may be able to contract for printing, duplicating, photocopy, audio-visual, computer and other services of the University.

XXI. LEAVES

Section 1 - Sabbatical Leave

21.01 The University recognizes that under appropriate circumstances, a sabbatical leave for the purpose of study, research or other pursuit (except remunerative employment) can benefit both the faculty member and the University.

a) A faculty member who has the rank of Professor, Associate Professor or Assistant Professor and who has served the University at least six (6) years since his original appointment or since the termination of his last sabbatical leave may apply for a sabbatical leave.

21.02 A person who has satisfied the conditions of eligibility pursuant to 21.01 must apply by January 15 to the University Promotion & Tenure Committee. Within two (2) months, the University Promotion & Tenue Committee will review all applications and give equal consideration to the quality of the applicant's proposal and to the individual's past achievement and service to the University. Following the recommendation by the University Promotion & Tenure Comittee, the leave must receive approval from the Division Personnel Committee, the Vice President for Academic Affairs and the President.

21.03 In the event the Vice President for Academic Affairs or the President rejects the candidate recommended by the University Promotion and Tenure Committee, the matter shall be returned to the University Promotion and Tenure Committee with a full explanation.

21.04 A sabbatical leave shall run for at least two (2) consecutive trimesters of one (1) academic year. The person on sabbatical leave may contract to teach one (1) trimester during that academic year.

21.05 A member to whom a sabbatical leave has been granted shall agree to return to the University upon the expiration of the leave and to remain in full-time service for at least one (1) full year thereafter, and the University agrees to reinstate the individual to the same or similar position.

21.06 A person on sabbatical leave will continue to receive insurance coverage and tuition remission as provided in the contract and retirement benefits based upon salary received while on sabbatical leave.

21.07 A faculty member within three (3) years of age 65, the normal retirement age, shall not be eligible for sabbatical leave.

21.08 A written report of the professional activities of the faculty member during the sabbatical leave shall be submitted to the Promotion & Tenure Committee and to the Vice President for Academic Affairs not later than the end of the first trimester following return to service at the University.

21.09 Based on the availability of funds, the University agrees that funds will be provided for one (1) sabbatical leave during the term of this contract and that no more than one (1) sabbatical leave will be granted in any academic year.

Section 2 - Professional Leave

21.10 A professional leave shall be granted without pay for a period of up to one (1) year for the purpose of exchange teaching, externally funded research, public service employment, graduate study, or other activity that will improve professional competence. Upon request, such professional leave may be renewed for a second year, subject to the provisions of 22.11.

21.11 Applications for professional leave require the recommendation of the Vice President for Academic Affairs and approval of the President and shall be filed with the Division Chairperson and Vice President for Academic Affairs not later than March 1 preceding the Fall trimester of September 1 preceding the Winter trimester for which the leave is to commence.

21.12 An applicant with ten (10) trimesters of teaching service at the University and a relevant professional opportunity shall be eligible for a professional leave. The University will attempt to respond according to notice deadlines if set forth in the application. If a request is denied, written reasons will be given.

Section 3 - Sick Leave

21.13 A full-time faculty member who by reason of sickness or bodily injury is incapable or performing the regular duties of a faculty member shall be entitled to a paid sick leave.

21.14 AFTER THE FIRST TRIMESTER OF SERVICE, A FACULTY MEMBER SHALL BE ELIGIBLE TO ACCUMULATE SICK LEAVE EARNED AT THE RATE OF 7.33 DAYS PER TRIMESTER WORKED. A FACULTY MEMBER SHALL BE ELIGIBLE TO ACCUMULATE UP TO SIX (6) MONTHS (132 DAYS) OF SICK LEAVE. SICK LEAVE WILL BE PAID ONLY AS USED.

A FIRST-YEAR FACULTY MEMBER WILL BEGIN ACCUMULATING SICK LEAVE DURING THE SECOND TRIMESTER OF WORK. ANY LEAVE TAKEN PRIOR TO THIS TIME WILL HAVE TO BE WITH THE APPROPRIATE PAYROLL DEDUCTION.

21.15 In no event, however, shall the University's payment for sick leave exceed six (6) months of the faculty member's then prevailing base salary. If a faculty member receives governmental disability benefits and/or Workers' Compensation benefits during any such period of absence, the individual shall be paid the difference between the benefits received and the benefits provided above.

21.16 A faculty member must notify the Division Chairperson and the Vice President for Academic Affairs as soon as is reasonably practicable of the illness or injury and of the projected period of absence. Upon return, the individual must submit a faculty sick leave form to the Vice President for Academic Affairs in no less than one-half (1/2) increments.

21.17 A faculty member who seeks a sick leave of more than three (3) consecutive days is required to submit a medical certificate from a physician setting forth the nature of the illness or bodily injury AND the diagnosis. THE CERTIFICATE MUST ACCOMPANY THE INDIVIDUAL BEFORE HE/SHE WILL BE PERMITTED TO RETURN TO WORK.

21.18 A faculty member on sick leave and in pay status shall participate in any general faculty increase in fringe benefits which shall be granted to the faculty as a whole.

21.19 For sick leave periods longer than six (6 months, the TIAA disability agreement shall prevail and the University will continue to pay the member's medical insurance premiums during the TIAA benefit period according to the terms of this Agreement.

21.20 A faculty member who has used up the leave allowance and who is still unable to return to work shall be granted leave without pay for a period of up to three (3) years.

21.21 BY SEPTEMBER 30, EACH ACADEMIC YEAR, THE OFFICE OF ADMINISTRATIVE SERVICES SHALL FURNISH EACH FACULTY MEMBER A SICK LEAVE REPORT SHOWING THE SICK LEAVE DAYS EARNED AND ACCUMULATED. THE SICK LEAVE DAYS TAKEN, AND THE SICK LEAVE DAYS BALANCE FOR THE PREVIOUS YEAR.

21.22 IF A DEATH OCCURS AMONG MEMBERS OF AN EMPLOYEE'S IMMEDIATE FAMILY, THE EMPLOYEE WILL BE EXCUSED FROM WORK TO ATTEND THE FUNERAL AND MAKE OTHER NECESSARY ARRANGEMENTS, WITHOUT LOSS OF PAY, FROM THE DAY OF DEATH UNTIL THE DAY AFTER THE FUNERAL, BUT NOT MORE THAN A TOTAL OF THREE (3) DAYS. DEFINITION OF IMMEDIATE FAMILY: THE IMMEDIATE FAMILY SHALL BE INTERPRETED AS INCLUDING SPOUSE, CHILD, FATHER, MOTHER, SISTER, BROTHER, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDFATHER, GRANDMOTHER, GRANDCHILD, STEPFATHER, STEPMOTER, STEPCHILDREN, HALF-BROTHER, HALF-SISTER, SON-IN-LAW OR DAUGHTER-IN-LAW, LEGAL GUARDIAN OR ONE WITH WHOM THE EMPLOYEE PERMANENTLY RESIDES OR RESIDED. ONE DAY, THE DAY OF THE FUNDERAL, IS ALLOWED IN THE CASE OF THE DEATH OF AN UNCLE, AUNT, NEPHEW, NIECE, BROTHER-IN-LAW, OR SISTER-IN-LAW. THERE SHALL BE ALLOWED TWO (2) ADDITIONAL DAYS FOR TRAVEL FOR A FUNERAL OVER TWO HUNDRED (200) MILES FROM THE UNIVERSITY FOR THOSE PERSONS DESCRIBED ABOVE. THE UNIVERSITY MAY REQUIRE

PROOF, SATISFACTORY TO IT, OF SUCH DEATH AND EMPLOYEE'S ATTENDANCE AT THE FUNERAL, AS A CONDITION OF PAYMENT OF FUNERAL LEAVE.

XXII. SALARY

22.01 The salary range for the two (2) trimester base period for each rank shall be:

	Minimum	Maximum
Instructor	$12,000.00	$17,500.00
Assistant Professor	$13,000.00	$19,000.00
Associate Professor	$14,000.00	$22,700.00
Professor	$16,000.00	$23,000.00

22.02 Annual salary increases for all members of the bargaining unit (not including first year appointees) shall be 3% for the 1986-87 academic year effective September 1, 1986.

WAGE REOPENER SECOND AND THIRD YEAR

EITHER PARTY MAY REOPEN THIS AGREEMENT ON WRITTEN NOTICE TO THE OTHER PARTY AT LESS 120 DAYS PRIOR TO THE ANNIVERSARY DATE OF THIS AGREEMENT FOR THE PURPOSE OF NEGOTIATION REGARDING DIRECT WAGES ONLY. (ANNIVERSARY DATE IS SEPTEMBER 1ST OF EACH YEAR. DIRECT WAGES REFERS TO 22.02 AND 22.03 ONLY).

IN THE EVENT THAT THE PARTIES FAIL TO REACH AGREEMENT WITHIN THE NOTICE PERIOD OR WITHIN SUCH ADDITIONAL PERIOD MUTUALLY AGREED ON, THE PARTIES SHALL BE RELIEVED OF THEIR OBLIGATION UNDER THE NO STRIKE-NO LOCK OUT CLAUSE OF THIS AGREEMENT. IN ANY CASE, HOWEVER, ALL PROVISIONS OF THIS AGREEMENT NOT EXPRESSLY SUBJECT TO REOPENING AS HEREINABOVE PROVIDED SHALL REMAIN IN FULL FORCE AND EFFECT.

22.03 The minimum twelve (12) month base salary for Librarians shall be:

Assistant Librarian	$11,000.00
Associate Librarian	$13,000.00

a) Annual salary increases for Profesional Librarians for 1986-87 (not including first-year appointees) shall be 3% EFFECTIVE SEPTEMBER 1, 1986.

22.04 Any member of the bargaining unit granted a promotion will have the following promotion allowance added to that member's base salary after all other adjustments have been made:

a) Instructor to Assistant Professor - $400.00

b) Assistant to Associate Professor - $500.00

c) Associate to Professor - $600.00

22.05 Overload compensation shall be calculated as follows:

a) A faculty member who teaches more than twenty-four (24) credit hours or thirty (30) contact hours over a two (2) trimester contract and does not teach in the third (3rd) trimester of the academic year shall be entitled to overload compensation as set forth in Section c) below.

b) A faculty member who teaches more than thirty-six (36) credit hours or forty-five (45) contact hours over a three (3) trimester period in the same academic year shall be entitled to overload compensation as set forth in Section c) below.

c) Overload compensation shall be calculated as follows:

Degree	Credit Hours	Contact Hours
Ph.D.	$400.00/hour	$300.00/hour
All Others	$350.00/hour	$260.00/hour

d) No faculty member shall be entitled to receive overload compensation for both credit and contact hours.

e) Overload compensation shall be paid in equal monthly payments over the last four (4) months of the academic year in which it is earned.

22.06 Faculty carrying a full-time load in a third trimester of the one (1) academic year in accordance with the provisions of Article XVII shall be paid one-half (1/2) the base salary for the third trimester with salary paid in twelve (12) equal monthly installments.

22.07 When the University seeks to employ continuing faculty less than full-time in a third trimester of an academic year, a supplemental contract will be issued using the following formula:

Salary shall be determined by dividing base salary by twenty-four (24) credit hours or thirty (30) contact hours and multiplying times the actual number of credit hours or contact hours taught and paying the result in four (4) equal monthly installments.

22.08 Qualified full-time Wilberforce University faculty will be offered the first opportunity to teach courses for which part-time faculty are ordinarily sought subject to limitations in 17.02 (a).

22.09 With the exception of the Division Chairperson, no full-time faculty member of any Division shall be scheduled to teach for a sixth (6th) trimester of employment under this Agreement until all other faculty with the specific qualifications for the teaching load to be taught, and who have made written requests have been scheduled in order of seniority for a fifth (5th) term of teaching.

a) No first year faculty member shall be grantd a three (3) term appointment in the second year of this Agreement unless all current members of the Division with the specific qualifications for the teaching load to be taught have had the opportunity to teach five (5) trimesters during the two (2) year period.

b) When either a tenured or non-tenured faculty member is scheduled for a sixth (6th) trimester in two (2) consecutive academic years, appointments will be made in order of seniority from those in the same division with the specific qualifications for the teaching load to be taught.

c) Whenever a faculty member has requested an additional term of teaching before February 1, that individual shall be notified by the Division Chairperson by May 15.

d) Where applicants have the same qualifications, seniority and rank, the Division Personnel Committee shall make a final determination and that Committee's determination shall be grievable.

22.10 In each year of this Agreement the University will grant FOUR (4) merit bonus awards of SEVEN HUNDRED AND FIFTY DOLLARS ($750.00) each to FOUR (4) outstanding faculty members selected as follows:

a) The University Promotion & Tenure Committee, the President's Cabinet and the Executive Committee of the Student Government Association shall each nominate FOUR (4) candidates to the Professional Development Committee before February 28. In making nominations, both teaching effectiveness and service to the University community as a whole shall be considered.

b) The Professional Development Committee will prepare ballots with names of all nominees for a secret vote by the Teaching Faculty. Each member of the Teaching Faculty shall vote for FOUR (4) individuals and the FOUR (4) faculty members receiving the most votes shall receive the merit awards. Votes shall be counted by the Professional Development Committee.

c) The bonus awards shall be a single one time payment not to be considered as part of the faculty member's salary and presented at the annual awards ceremony.

d) A faculty member receiving such award shall not be eligible for more than one (1) such bonus during the term of this Agreement.

22.11 THE UNIVERSITY SHALL ISSUE TWELVE (12) EQUAL MONTHLY PAYCHECKS TO ALL CONTINUING MEMBERS OF THE BARGAINING UNIT.

22.12 In the event that a faculty member in conjunction with the Development Office is able to secure the funding of research or related professional activity entailing the opportunity for payment for professional services of the faculty in question, the University shall:

A) Allow the member of the faculty involved in the activity to receive supplemental pay from an outside source up to the equivalent of one quarter of the faculty member's contract for that year.

B) Issue a provisional contract for the amount in question, payable in monthly installments consistent with the University's normal payment schedule.

C) In the event that payment for outside activities is in excess of the above-mentioned quarter time, the University and faculty members involved shall negotiate a mutually acceptable reduction in normal contractual obligations and/or those other arrangements acceptable to the parties involved.

The aforementioned restrictions shall apply only in the case of those activities formally contracted on behalf of a faculty member through the University Development Office and approved by the Vice President for Administrative and Financial Affairs. Faculty will be encouraged to pursue additional professional, community, and other activities without prejudice and as long as such activities do not contribute to or lead to the neglect of contracted duties and responsibilities or to inadequate professional conduct or performance on behalf of the University.

22.13 FACULTY MEMBERS WHO EARN A TERMINAL DEGREE IN A RELEVANT FIELD (PH.D., J.D., ETC.) AFTER THEIR INITIAL APPOINTMENT AT WILBERFORCE UNIVERSITY WILL, ON COMPLETION OF A MINIMUM OF ONE YEAR'S SERVICE AT WILBERFORCE, RECEIVE A SALARY INCREASE OF $500.00.

XXIII. FRINGE BENEFITS

23.01 Retirement . It will be mandatory that all eligible employees covered by this contract participate in the University's TIAA Retirement Program. Effective January 1, 1980 for wages earned up to eighteen thousand dollars ($18,000.00) per calendar year the University shall contribute seven and one-half percent (7 1/2%) and the employee shall contribute five percent (5%) for a combined total of twelve and one-half percent (12 1/2%). For wages earned in excess of eighteen thousand dollars ($18,000.00) in the calendar year, the University will contribute ten percent (10%) and the employee will contribute five percent (5%) for a combined total of fifteen percent (15%).

A) Supplemental Retirement Annuities (optional)

Effective January 1, 1984 SRA will be available with the regular TIAA-CREF Retirement Program. Further information may be obtained from the Office of Administrative Services.

23.02 Sabbatical Leave . The University, in accordance with the agreed language that is contained in the contract, will make available, if the individual is approved, up to one (1) year's sabbatical leave to sixty percent (60%) of their current contract based on a two (2) trimester leave.

23.03 Collective Decreasing Term Life Insurance . It will be mandatory that at the next available quarter after employment all members of the bargaining unit shall have three (3) units through the University's TIAA policy to be effective January 1, 1980. Premium paid by the University.

23.04 Metro Matic (Metropolitan Life Insurance). (optional)

Effective November 1, 1983 Metro Matic will be available to all full-time employees with one (1) or more years of continuous employment. Further information may be obtained from the Office of Administrative Services.

23.05 Total Disability . After one (1) year of employment, employees are eligible for disability insurance written by TIAA who is solely responsible for the determination of benefits. Premium paid by the University.

23.06 Medical Coverage -Blue Cross/Blue Shield/Major Medical . The University will pay full coverage for the faculty member and one-half (1/2) of family coverage of the existing program.

a) Hospital and Surgical Coverage . Optional. Basic three hundred sixty-five (365) day coverage with diagnostic care and laboratory services and emergency care. Most prevalent room rider, 19-25 dependent/disabled rider. Usual customary and reasonable Blue Shield. Faculty member's premium paid by the University. Faculty member may elect to have dependency coverage by payroll deduction. A faculty member is eligible after completing the appropriate forms for admission to Blue Cross/Blue Shield on the 20th of the month in which the policy is received.

b) Major Medical . Optional. Covers eighty percent (80%) of first $2,000.00, thereafter one hundred percent (100%) of medical expenses above those covered by Blue Cross/Blue Shield. Written by Blue Cross. Faculty member is eligible on 20th of calendar month following appointment. Faculty member's premium paid by the University. Faculty member may elect to have dependents covered by payroll deduction.

23.07 HMO WESTERN OHIO (OPTIONAL)

EACH BARGAINING UNIT MEMBER HAS THE OPTION OF JOINING ANY HMO MADE AVAILABLE BY THE ADMINISTRATION. IF A MEMBER ELECTS THE HMO OPTION, THE UNIVERSITY SHALL CONTRIBUTE A FAMILY PLAN PREMIUM IT WOULD HAVE PAID UNDER 23.06 (a). SUCH CONTRIBUTIONS SHALL NOT EXCEED THE AMOUNT WHICH WOULD HAVE BEEN PAID HAD THE BARGAINING UNIT MEMBER NOT CHOSEN THE HMO PLAN. IF THE PREMIUM CHARGES FOR THE HMO PLAN EXCEED THE AMOUNT, THE BARGAINING UNIT MEMBER WILL BE RESPONSIBLE FOR THE PAYMENT OF SAID EXCESS AMOUNT.

23.08 Accident Insurance . Faculty members are covered by accidental death insurance when traveling on official business of the University except (1) when piloting an aircraft, or (b) when flying as a passenger in a non-scheduled aircraft. This coverage is in addition to the coverage under Item 1, above. Coverage is automatic; no application is required.

23.09 Social Security . One-half (1/2) paid by the University and one-half (1/2) paid by the employee.

23.10 Unemployment Compensation . Paid by the University.

23.11 Workers' Compensation . Paid by the University. Report all accidents to the Vice President for Administrative and Financial Affairs as soon as possible. Limited medical facilities are available at the B.F. Lee Health Care Center where treatment for job related accidents is charged to Wilberforce University's Workers' Compensation; other treatment is at the personal expense of the employee.

23.12 Cafeteria . Available when open to faculty members paying posted prices.

23.13 Tuition . The total tuition fee is waived for children and spouses of full-time faculty members with three (3) or more years of continuous service with the University. After two (2) years of full-time employment, one-half (1/2) of the tuition fee is waived for faculty members, their spouses, and their children who take courses at Wilberforce University. Room, board and special fees will continue to be charged at the full rate.

23.14 Library Privileges . Extended to all faculty members.

23.15 The following fringe benefits are available to Professional Librarians and the Director of the Dual Degree Engineering Program, in addition to faculty fringe benefits above described:

a) Vacation . Vacation shall be earned at the rate of one (1) calendar month during each twelve (12) months of employment. A calendar month is equated to twenty-two (22) work days.

Unused vacation in excess of twenty-two (22) calendar days on December 31 of each year will be forfeited. Vacation is calculated at 1.83 days per month. Requests for vacation leave form is to be filed with the Office of Administrative Services.

b) Sick Leave . (in lieu of Article XXII, Sections 22.13 thru 22.20). Sick leave is earned at the same rate as vacation leave. It is the responsibility of the employee to report sick leave taken on the request for leave form which is filed with the Office of Administrative Services. Accumulated sick leave is not paid on termination, except for death or retirement. A maximum of six (6) months of unused sick leave may be carried forward from one calendar year to the next.

c) Car Rental . Insurance provided by the rental car agency should not be taken. The University will self-insure the deductible portion in case of an accident while on official, approved University travel. All accidents must be reported to the Office of the Vice President for Administrative and Financial Affairs within three (3) working days after returning from the trip.

23.16 While a faculty member is on professional leave the University shall continue to make insurance payments as though the faculty member were in pay status. Any individual payments required to keep coverage in effect shall be paid to the University by the 10th of each month or the bargaining unit member will be dropped from the program.

XXIV. RETIREMENT

24.01 Normal retirement age at Wilberforce University is sixty-five (65) years of age. Mandatory retirement age is seventy (70) years of age. Retirement will be effective at the end of the academic year in which age seventy (70) is attained.

24.02 Service to the University beyond the mandatory retirement age may continue based upon mutual agreement between the faculty member and the University. Where an employee continues in service beyond the mandatory retirement age, no further contributions to the TIAA retirement plan will be made by the University.

24.03 The title "Emeritus" is a signal honor which may be bestowed only by the Board of Trustees. A recommendation for "Emeritus" status shall originate at the academic division level. The recommendation shall be forwarded to the Vice President for Academic Affairs, who shall forward the recommendation and accompanying approval or disapproval to the President. The President shall consider for approval and if favorable, shall forward the recommendation to the Board of Trustees for final action.

24.04 The basic criteria for "Emeritus" status shall be fifteen (15) consecutive honorable years of service at Wilberforce University; professional achievement; outstanding work on University committees and participation in the functioning of the University.

XXV. GRIEVANCE & ARBITRATION

25.01 A grievance is defined as any question or controversy between the University and one (1) or more bargaining unit members pertaining to a violation of contract rights, the interpretation or application of the provisions of this Agreement.

25.02 The University shall notify the Association's designated representatives of all grievance proceedings. The Association's designated representatives shall have the right to be present at all discussions and meetings specified in the remainder of this Article. The grievant shall have the right to be present and to be represented by a designated Association representative. All time limits specified shall exclude Saturdays, Sundays and University holidays, and time limits may be extended by mutual consent of the parties.

25.03 Grievances shall proceed through the following steps:

Step 1 - Within ten (10) class days after the grievance is or should have been known, the aggrieved person shall request a meeting with the Vice President for Academic Affairs to discuss the grievance. The Vice President for Academic Affairs will assess the matter and if necessary, call a meeting of the involved parties to effect a resolution. The Vice President for Academic Affairs may/may not attend this meeting. Within five (5) working days following the meeting, the Vice President for Academic Affairs shall receive, in writing, a statement of the status of the grievance. If no resolution has been reached, then Step 2 is in order.

NOTE: IF THE GRIEVANCE IS AGAINST THE VICE PRESIDENT FOR ACADEMIC AFFAIRS, SUBSTITUTE THE DIRECTOR OF ADMINISTRATIVE SERVICES EACH PLACE THE VICE PRESIDENT FOR ACADEMIC AFFAIRS IS STIPULATED THROUGH STEP 3.

Step 2 - Within seven (7) work days of receipt of the written grievance, the Vice President for Academic Affairs shall arrange a meeting with the grievant and the designated Association representative. A written answer to the grievance shall be forwarded to the grievant with a copy to the Association within five (5) work days of the meeting. Any answer not appealed in writing to Step 3 within ten (10) work days shall be considered settled on the basis of the Vice President for Academic Affairs'

answer. If a timely meeting is not arranged or a timely written answer SATISFACTORY TO THE GRIEVANT is not received, the grievant may proceed to Step 3.

Step 3 - If the grievance is not resolved SATISFACTORY TO THE GRIEVANT in Step 2, the grievant may appeal in writing through the Office of the Vice President for Academic Affairs to a Grievance Review Board made up of TWO (2) members of the administration and TWO (2) members of the faculty designated by the Association. The Review Board shall have fifteen (15) work days to convene a formal hearing and to respond in writing to the grievance, unless that time limit is extended by mutual agreement between the University and the Association. If the Review Board declares an impasse, OR fails to act, EITHER THE GRIEVANT OR THE UNIVERSITY, MAY PROCEED TO STEP 4.

Step 4 - If the grievance is not resolved SATISFACTORILY TO THE GRIEVANT OR THE UNIVERSITY, at Step 3, it may be appealed in writing to the President within ten (10) work days. The President may convene a meeting with the grievant, the designated Association representative and involved members of the University. Within fifteen (15) class days of receiving the grievance, the President shall make a written answer to the grievant with a copy to the Association.

25.04 If the Association is not satisfied with the President's response, the Association can call for arbitration by notifying the Vice President for Academic Affairs and Director of Administrative Services within ten (10) work days in writing. Representatives of the University and the Association shall meet within ten (10) work days to select an arbitrator. Should the parties be unable to agree on an arbitrator within five (5) work days, the grievance may be referred to the American Arbitration Association for resolution by a single arbitrator. In the first arbitration under this Agreement the Association shall strike the first name from the AAA panel of five (5), with the University and the Association alternately striking names thereafter until one (1) name remains.

25.05 The Arbitrator shall be limited to ruling on the interpretation, application or violation of the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall not be empowered to extend or renew this contract, nor to provide additional fringe benefits not included in this Agreement, nor to alter, amend or modify the agreed upon salary schedule.

25.06 The decision of the Arbitrator shall be final and binding upon the parties and the University and the Association shall equally share the expenses and fees of the arbitrator.

XXVI. NON-GRIEVABLE ARTICLES

26.01 It is agreed by the parties hereto that the following shall not be subject to the grievance arbitration mechanism of this Agreement:

1) Governance, Article VI

2) Academic Rank, Article VIII, Section 8.06

3) Faculty Retrenchment, Article XVI, Section 16.07 (d) only

4) Association Privileges, Article XX, Section 20.08 only

5) Substantive Determinations on Sabbatical and Professional Leaves, Article XXI

6) Merit Bonus Awards, Article XIV, Section 14.05 (d) and Article XXI

7) Promotion & Tenure Considerations for faculty with less than two (2) full years of service, Article XIII.

26.02 It is further agreed that the grievance arbitration mechanism rights are limited as described in the following Articles to all bargaining unit members:

1) Termination considerations, Article XV, Section 15.10

2) Termination considerations, Article XV, Section 15.16

26.03 Grievances raised pursuant to the Working Conditions Article, Article XIX, shall not be appealable to arbitration.

XXVII. NO STRIKE OR LOCK-OUT

27.01 The Faculty Association, its officers, agents and members agree that during the term of this Agreement they will not instigate, engage in or encourage any strike, slowdown, work stoppage or other acts that interfere with the normal operation of the University.

27.02 The University agrees that during the term of this Agreement it will not lock-out any or all of the faculty members covered by this Agreement.

XXVIII. SEPARABILITY

28.01 If any provision or part of this Agreement should be found to be illegal or invalid by any federal, state or local court or by any government agency with appropriate jurisdiction over matters relating to the University then such provision shall be considered void, but all other provisions herein shall remain in full force and effect.

28.02 If a provision of this Agreement is declared illegal or invalid by any federal, state or local court, or by any government agency with appropriate jurisdiction, the Association or the University may request that negotiations be re-opened on and only on the provision(s) determined to be illegal.

XXIX. FINAL PROVISIONS

29.01 The University and the Association recognize that this Agreement is the result of open negotiations between the two parties, that each was free to submit provisions for discussions, and that this Agreement shall govern relations between the parties for the duration of this Agreement concern'ng the specific matters covered by this Agreement, and that neither party is obliged to collectively bargain over these or other matters during the duration of this Agreement except as provided for by this Agreement.

29.02 This Agreement shall constitute the full and complete commitments between the parties. It supersedes and cancels all previous agreements whether verbal or written or based upon past policies and practices under the Wilberforce University Faculty Handbook.

29.03 The University shall issue new or revised letters of appointment for 1986-87 to all bargaining unit members incorporating this Agreement, provided, however, first year employees shall receive salaries based on their current letter of appointment.

XXX. DURATION

30.01 This contract shall be effective the 1st day of September, 1986, and shall remain in effect until the 31st day of August, 1989, and thereafter for successive periods of twelve (12) months (September 1 to August 31) unless either party to this agreement on or before two hundred (200) days prior to the expiration of any such period notifies the other party, in writing, of its intention to terminate this contract or to amend any terms thereof at the conclusion of any such period. Upon receipt of such notice, a conference shall be arranged between the parties hereto within ten (10) days immediately thereafter to be held at a time and place mutually agreeable to the parties.

WILBERFORCE UNIVERSITY

Luther T. Lyle

Joseph L. Anthony

Cassandra H. Courtney

WILBERFORCE UNIVERSITY FACULTY ASSOCIATION

Ambrose B. Nutt

Al Osa Obasogie

Regina M. Hankins

Ruth G. Beall

Signed this 22nd day of September, 1986.